



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Pennsylvania State Office
The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3380
<http://www.hud.gov/cts/ctshome.html>

July 15, 1997

100% SET-ASIDE FOR SMALL BUSINESS

Dear Prospective Bidder:

The enclosed Invitation for Bid (IFB) B-PHI-00070 is for the purpose of acquiring Field Review of Appraisal services for the HUD Maryland State Office.

The solicitation consists of four parts, Parts I, II, and III will constitute the contract document or documents anticipated as being awarded as a result of this solicitation. Part IV contains instructions and forms for submission of bids: Section K provides the certifications to be completed and submitted with your bid; Section L provides instructions concerning submission of bids; and Section M describes the basis for bid evaluation and contract award.

If you choose to respond to this IFB, submit your bid to the address specified in Block 7 of the enclosed SF-33 by the deadline set forth in Block 9 of the SF-33. HUD will not accept bids via fax machine.

If you bid on the base year, you must also bid on the option years. Failure to do so may render your bid non-responsive.

Your bid should reflect an estimated capacity based on the estimate of need presented in the IFB; you should not base your capacity on what the office needing the services may or may not have done in the past but on what you are willing and capable to do. This is very important because if your estimated capacity is not enough to meet our total needs, but the second low bidder's capacity can meet our needs, that second low bidder may get the total award. Although your bid may be lower, award to the second low bidder may occur if the difference between the total prices for the estimated need is less than \$500.00 (See Section M).

For information purposes, the following are the prices currently being paid for these services:

Area 1

Ext. - \$55.10

Int.&Ext. - \$71.65

Area 2

Ext. - \$29.50

Int.&Ext. - \$40.00

Area 3

Ext. - \$39.50

Int.&Ext. - \$45.00

Area 4

Ext. - \$60.50

Int.&Ext. - \$90.75

Area 5

Ext. - \$44.00

Int.&Ext. - \$54.00

Area 6

Ext. - \$54.90

Int.&Ext. - \$78.90

If you have any questions concerning this bid package, please call the undersigned at (215) 656-0674, ext. 3303.

Sincerely,

Maureen Musilli
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 41 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. B-PHI-0070		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/15/97	
7. ISSUED BY U.S Department of Housing and Urban Development ASC-1, Pennsylvania State Office Contracting Division, The Wanamaker Building 100 Penn Square East, Philadelphia, PA 19107		8. ADDRESS OFFER TO (If other than Item 7)		6. REQUISITION/PURCHASE NO. MD State Ofc			

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception area 12th floor (see item 7) until 2:00 pm local time 8/14/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Maureen Musilli	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (215) 656-0674, ext 3303
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B-1 - SERVICES**

This contract is for field review of appraisal services for the Baltimore, MD HUD Field Office for single-family properties located in:

- AREA 1 - Harford and Cecil Counties, MD
- AREA 2 - Baltimore City and County, MD
- AREA 3 - Carroll and Howard Counties, MD
- AREA 4 - Frederick, Washington, Allegheny, and Garrett Counties, MD
- AREA 5 - Anne Arundel, Charles, Calvert, and St. Mary's Counties, MD
- AREA 6 - Kent, Queen Anne, Talbot, Dorchester, Wicomico, Somerset, and Worcester Counties, MD

You may bid on any or all areas for which you are qualified. However, you cannot bid on just a portion of an area. For example, in Area 1, you cannot submit a bid for just Cecil County. You must submit a bid on the option years. Failure to do so may render your bid non-responsive. However, please note, HUD does not guarantee that the option year(s) will be exercised.

The Contractor shall perform these non-personal services as specified in Section C of this contract.

B-2 - CONTRACT DEFINITION - INDEFINITE-QUANTITY/FIXED-UNIT-RATE

This is a firm-fixed price, Indefinite-Quantity contract (IQC) as defined at Section 16.504 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-22. Services required under this contract shall be obtained by the issuance of task orders placed in accordance with the following clauses in Section I: FAR 52.216-18, Ordering, and FAR 52.216-19, Order Limitations.

B-3 FIXED PRICE

BASE CONTRACT PERIOD (YEAR 1)

AREA	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	ANNUAL AMOUNT
1	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____
2	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
3	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____

4	Total Reviews	400	Each		
	Exterior Review only	265	Each	_____	_____
	Interior and Exterior Review	135	Each	_____	_____
5	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
6	Total Reviews	150	Each		
	Exterior Review only	100	Each	_____	_____
	Interior and Exterior Review	50	Each	_____	_____

FIRST OPTION PERIOD (YEAR 2)

AREA	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	ANNUAL AMOUNT
1	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____
2	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
3	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____
4	Total Reviews	400	Each		
	Exterior Review only	265	Each	_____	_____
	Interior and Exterior Review	135	Each	_____	_____
5	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
6	Total Reviews	150	Each		
	Exterior Review only	100	Each	_____	_____
	Interior and Exterior Review	50	Each	_____	_____

SECOND OPTION PERIOD (YEAR 2)

AREA	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	ANNUAL AMOUNT
1	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____
2	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
3	Total Reviews	300	Each		
	Exterior Review only	200	Each	_____	_____
	Interior and Exterior Review	100	Each	_____	_____
4	Total Reviews	400	Each		
	Exterior Review only	265	Each	_____	_____
	Interior and Exterior Review	135	Each	_____	_____
5	Total Reviews	800	Each		
	Exterior Review only	535	Each	_____	_____
	Interior and Exterior Review	265	Each	_____	_____
6	Total Reviews	150	Each		
	Exterior Review only	100	Each	_____	_____
	Interior and Exterior Review	50	Each	_____	_____

B-4 - MINIMUM/MAXIMUM QUANTITIES FOR ORDER (for indefinite quantity contracts only)**A. Minimum Quantity**

As referred to in paragraph (b) of the "Indefinite Quantities" clause of the contract, the contract minimum is a total of 10 % of the contract amount worth of cases at the contract unit price.

B. Maximum Quantity

The contract maximum quantity is a total of 110% of the contract amount worth of cases at the contract unit price.

C. Workload Capacity

The Contractor certifies that he can perform up to _____ exterior and _____ interior & exterior reviews a week. The Government will require the contractor

to perform a minimum of _____ exterior reviews and _____ interior & exterior reviews a week (PER AREA). The Government reserves the right to assign fewer cases a week than this if:

1. Actual experience demonstrates that the Contractor can not perform up to this level.
2. The Government's needs are not sufficient to reach that quantity.
3. There are lower-price contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher-priced contractor.

B-5 - NOT-TO-EXCEED LIMITATION

The total amount of funds currently available for the payment of work or deliveries ordered under this contract is \$_____. The Government shall not order, nor shall the contractor be required to accept orders for work and/or deliveries which cause the Government's obligation under this contract to exceed that limit.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**A. Scope**

The contractor shall perform Field Review of Appraisal Services on an as-needed basis for the HUD Baltimore, MD Office.

B. ORDERING PROCEDURES (INDEFINITE QUANTITY/FIXED-UNIT-RATE)

- (1) The Government will assign work to the contractor through the issuance of delivery orders. Delivery orders may be issued by written order, telephone, or facsimile (fax) machine by the Contracting Officer, GTR, or authorized ordering official (see (2) below).

Upon receipt of a telephone call or written notification, the Contractor shall have the cases picked-up the following Federal business day at the HUD Baltimore Office between the hours of 8:00 a.m. and 4:30 p.m. and delivered back to the field office within 15 calendar days of assignment.

- (2) In addition to the GTR specified in Section E, the following staff member may issue call orders (assign cases) within the limits of the contract.

(to be determined at award)

FIELD REVIEW APPRAISER STATEMENT OF WORK

1. The Contractor shall be a State Licensed or Certified Appraiser in the State in which the properties are located. The Contractor shall perform on-site field reviews of appraisals completed by the HUD Lenders Selection Roster appraisers to determine accuracy and quality of the appraisal. The Contractor shall accept and conduct reviews of all completed appraisals that are assigned to him/her by the HUD Field Office. The contractor shall be familiar with the market conditions of the area.

The Contractor shall determine that:

- a) The factual information on the appraisal report is correctly reported by the appraiser;
- b) Conclusions in the appraisal report are based upon data presented;
- c) The property's location is acceptable and the physical structure is eligible for FHA mortgage insurance, as reported;
- d) Repair requirements made by the fee panel or DE staff appraiser are appropriate, not excessive and adequate to preserve the property and protect the health and safety of the occupants;
- e) The appraiser adequately addressed the requirements of the flood insurance program;
- f) The appraiser correctly identified and recommended appropriate actions for properties with defective paint surfaces for which mitigation is required;
- g) Sale dates of comparables are current (within six months) or an

explanation is provided for their use and that the comparables are acceptable for the property being reviewed;

- h) Adjustments for location, site/view, design/appeal and age/condition are reasonable and appropriate; and
 - i) The value determined by the appraiser is appropriate. If it is not, the Contractor must be able to provide additional comparables to support its conclusion.
2. The Contractor will perform an exterior review of all properties. In addition, the Contractor shall perform an interior property review on 33 percent of the field review assignments issued. The interior review shall include examination for any unusual items or serious oversights by the appraiser of noticeable defects in the property which could affect the health and safety of the occupants or continued marketability of the property. The interior review shall include inspection of the crawl space and the attic, as appropriate.
 3. The Contractor's field review findings for each property inspected shall be documented on form HUD-1038-V, Appraisal Field Review Report. The form shall be fully completed and signed by the Contractor. The review comments shall be presented in a constructive manner so that the appraiser understands those areas of the report which are acceptable and other items which need improvement.
 4. The Contractor shall give a overall rating of between 1 - 5 on the form HUD-1038-V for each property inspected. The rating are based on the guide contained in HUD Handbook 4150.1 REV-2.
 5. To constitute acceptable contract performance: the property must be inspected and the form HUD 1038-V must be completed and returned to the Field Office within 15 working days from date of assignment. The form HUD 1038-V information must be clear, legible and provide concise instructions and/or constructive criticism.
 6. The Contractor shall attend a one-day training session given by the Field Office on field review procedure, use, and completion of the form HUD-1038-V. The Contractor shall attend at least one periodic update appraisal training session given by the HUD Field Office.

References: HUD Handbook 4150.1 REV-1, Valuation Analysis
for Home Mortgage Insurance
HUD Handbook 4905.1, Minimum Acceptable
Standards for Existing Properties Form
HUD-1038-V, Appraisal Field Review Report

The Handbooks and the form HUD-1038-V are available at HUD's Centralized Distribution Center - (800) 767-7468.

FIELD REVIEW APPRAISER TECHNICAL QUALIFICATIONS

1. The offeror must possess all of the following qualifications:
 - a) Knowledge of realty practices and principles as they relate to the market value of real property; the Contractor shall be a State Licenses or Certified Appraiser in the State in which the properties are located.

- b) Skill in collecting and assembling data;
 - c) Ability to prepare clear and concise reports; and
 - d) Experience in valuation of one- to four-family properties that demonstrates a knowledge of and the ability to apply the principles, practices, methods and techniques of appraising.
2. The offeror must be thoroughly familiar with acceptable industry appraisal techniques and HUD processing procedures as required in HUD Handbook 4150.1 REV-1, Valuation Analysis for Home Mortgage Insurance.

References: HUD Handbook 4150.1 REV-1, Valuation Analysis
for Home Mortgage Insurance

The Handbook is available at HUD's Centralized Distribution Center - (800) 767-7468.

SECTION D - PACKAGING AND MARKING

ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
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SECTION F - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY. (JUL 1995)

(a) The Government requires delivery to be made according to the delivery schedule outlined in Section C - Statement of Work.

2452.211-70 CONTRACT PERIOD. (APR 1984)

The Contractor shall complete all work hereunder, including delivery of the final report, within 12 months from the effective date of the contract. The contract period may be extended in accordance with the option provisions contained in the contract.

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

2452.237-73 CONDUCT OF WORK. (APR 1984)

(a) The government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is **Sharon Farrow**, or a successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of _____ **(to be completed by the bidder)**.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The Contractor shall not review cases from any mortgage company which employs the Contractor, or any of the Contractor's employees or immediate relatives, or for which the Contractor performs consulting services. Should the Contractor be assigned any cases which result in an actual or potential conflict of interest, the Contractor shall take no action on the case, but shall refer it immediately to the GTR for reassignment. Violation of this clause is grounds for termination and denial of all payments.

SECTION I - CONTRACT CLAUSES

2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests such that:

(1) Award of the contract may result in an unfair competitive advantage;
or

(2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if afterward he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.237-70 KEY PERSONNEL. (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(List Key Personnel)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT 1995
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	OCT 1995
52.214-28	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	OCT 1995
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997

52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

As prescribed in 23.907(b), insert the following clause:

TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996

52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994

CONSTRUCTIVE ACCEPTANCE.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day [Contracting Officer may insert a longer period, if considered appropriate] after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. *****

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT. (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

AS 1510 (NOV 96) PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.

(b) Submission of Invoices. Invoices shall be submitted in an original and three (3) copies to the payment office identified in Block 12 of the SF-26 or Block 25 of the SF-33. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to identify the appropriation number (from Block 14 if award is made on the SF-26 or Block 21 if award is made on the SF-33) on each invoice. The Contractor is also requested to identify on the envelope that an invoice is enclosed.

(d) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33.

(End of clause)

52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
<u>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCT 1995)</u>		

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this

paragraph (d), in subcontracts awarded under this contract.

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

SECTION J - LIST OF ATTACHMENTS

There are no attachments in this solicitation.

Referenced Handbooks and forms may be obtained by calling 1-800-767-7468.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

WORKLOAD CAPACITY SCHEDULE

NOTE: The following informatin regarding weekly workload capacity is requested for the purpose of determining how many awards will be made as a result of this solicitation (See Section M).

Based upon the above, the bidder agrees to perform up to:

Exterior Field Reviews per week (Area 1)
 Interior & Exterior Field Reviews per week (Area 1)

 Exterior Field Reviews per week (Area 2)
 Interior & Exterior Field Reviews per week (Area 2)

 Exterior Field Reviews per week (Area 3)
 Interior & Exterior Field Reviews per week (Area 3)

 Exterior Field Reviews per week (Area 4)
 Interior & Exterior Field Reviews per week (Area 4)

 Exterior Field Reviews per week (Area 5)
 Interior & Exterior Field Reviews per week (Area 5)

 Exterior Field Reviews per week (Area 6)
 Interior & Exterior Field Reviews per week (Area 6)

in accordance with the terms of this solicitation.

2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT. (DEC 1992)

By assuming an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

2452.209-71 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I Hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offer(s) or Bidder(s) possible performance of this procurement.

2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE. (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she [] is, [] is not, (check one), a minority business enterprise which is defined as a business which

is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (AS 1902 MAR 97)

In accordance with FAR 52.203-11, above:

< > An SF-LLL, Disclosure of Lobbying Activities, is not required.

< > An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

NOTE: IF THE BIDDER/OFFEROR IS REQUIRED TO COMPLETE AN SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES, THE FORM MAY BE OBTAINED FROM THE CONTRACTING OFFICER OR CONTRACT SPECIALIST IDENTIFIED IN THE SOLICITATION.

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in

paragraph (a) of this clause.

____ Name and TIN of common parent:

Name _____

TIN _____

CIN NUMBER (AS 1909 MAR 97)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS ITS DUNS NUMBER APPLICABLE TO ITS NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE:

CIN OF OFFEROR

52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by

the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.214-2 TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING. (JUL 1987)

The bidder, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of ___, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

52.214-14 PLACE OF PERFORMANCE - SEALED BIDDING. (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if other than Bidder

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 6531.

(2) The small business size standard is \$1.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and

debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES APR 1984

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ____ has, ____ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is _____, is not _____ listed on the Environmental Protection Agency (EPA) List of

Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SIGNATURE BLOCK.

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the

Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

INSTRUCTIONS TO BIDDERS:

Each bid shall consist of the following:

1. Three (3) fully completed copies, with original signature, of the Standard Form 33, "Solicitation, Offer, and Award". The bidder shall fully complete all applicable portions of Blocks 12-16 and sign and date in Blocks 17 and 18.
2. One fully completed copy with original signature of the Unit Price Schedule (See Section B) and Workload Capacity Schedule (See Section K).
3. One fully completed copy of the Key Personnel Clause (see Section I).
4. One fully completed copy of the Representations and Certifications (Section K).
5. One signed copy of each amendment, if any issued, if bidder chooses not to acknowledge these on the SF 33.

COMPLETION OF UNIT PRICE AND WORKLOAD CAPACITY SCHEDULE

Each bidder shall complete the Unit Price Schedule (Section B) and the Workload Capacity Schedule (Section K). The bid unit price schedule and estimated weekly workload capacity will be incorporated into any resulting contract as a part of Section B.

Failure of the bidder to complete the Unit Price and Weekly Workload Capacity to the extent that it is not possible to determine the bidder's estimated weekly workload capacity may result in the rejection of the bid as nonresponsive.

The Government reserves the right to award additional contracts if the weekly workload capacity or capacities reflected by the low bid or bids are evaluated as unrealistic.

RESPONSIBILITY DETERMINATION

Contracts will be awarded only to responsible prospective contractors within the meaning of FAR Part 9. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Invitation for Bid:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications (including necessary licenses), skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;
4. Have a satisfactory record of performance;
5. Have a satisfactory record of integrity and business ethics;
6. Be otherwise qualified and eligible to receive and award under applicable laws and regulations.

Low bidder(s) will be required to submit evidence of their ability to meet the responsibility criteria as listed above.

2452.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION. (FEB 1987)

(a) It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.

(b) Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) being able to render impartial, technical sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how the structure or system would avoid or mitigate such organizational conflict. (Offerors should refer to FAR Subpart 9.5 and HUDAR Subpart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

(c) In the absence of any relevant interests referred to above, offerors shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.

(d) No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

(e) Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

(f) If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1989
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	FEB 1997

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS APR 1984

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS. (FEB 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m., one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government

will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids". A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

52.214-9 FAILURE TO SUBMIT BID JUL 1995

52.214-10 CONTRACT AWARD - SEALED BIDDING. (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-12	PREPARATION OF BIDS	APR 1984
52.214-17	AFFILIATED BIDDERS	APR 1984
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Maureen Musilli, Contracting Officer, U.S. Department of HUD, Pennsylvania State Office, The Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107.

SECTION M - EVALUATION FACTORS FOR AWARD

52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS. (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984